PROCUREMENT DIVISION 100 N. ANDREWS AVENUE FORT LAUDERDALE, FL 33301 (954) 828-5933 FAX (954) 828-5576

City of Fort Lauderdale INVITATION TO BID/REQUEST FOR PROPOSAL

e-mail: <u>purchase@ci.fort-lauderdale.fl.us</u>

ISSUE DATE: 2/8/02 **PAGE 1 OF 13** BIDS MUST BE RECEIVED PRIOR TO 2:00 P.M. **ON:** 3/8/02

ITB NO. 622-8651

TITLE: Anhydrous Ammonia

PROCUREMENT SPECIALIST: Marsha M. Perri, CPPB **DEPT: Public Services**

CONTACT FOR TECHNICAL QUESTIONS: Craig Canning PHONE: 954-828-7865 **Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)	
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)	
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes No Other	
If this Invitation was mailed to an incorrect address, Mark "X" here and we will adjust our records Area Code and Telephone No.	State or reference any variances (section 1.06)	
()	Web site address: http://www/ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)	
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) days		
Payment Terms: (section 1.03)%, net	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? MBE WBE SBE	
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Laude Do not submit via Facsimile. Facsimile bids will not be accepted.	to ensure that his bid reaches the City of Fort Lauderdale, City Hall, erdale, FL 33301, prior to the bid opening date and time listed.	
Each bid envelope must be sealed with the following information stated on the $\underline{\mathbf{Q}}$	UTSIDE of the envelope:	
BID/RFP No 622-8651 Title: Anhydrous Ammonia	Opens: 3/8/02	
Vendor Certification: I, the below signed hereby agree to furnish the required instructions, conditions, specifications, and all attachments hereto. I have read this bid, I certify that I will accept a contract if approved by the City and such act this bid. I certify that I have not divulged to, discussed with, or compared this bidder(s) or parties to this bid. I certify I am authorized to contractually bind the	all attachments and fully understand what is required. By submitting exeptance covers all terms, conditions, and specifications contained in s bid with any other bidder(s) and have not colluded with any other	
Signature of Authorized Representative	Title (Typed or Printed)	
Name of Authorized Representative (typed or printed)	Date	

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City r supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- **BIDDER ADDRESS**: The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be m a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- **1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part there obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash of prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount to computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the f prices bid and shall be considered in tabulation and award of bid.
- **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by th period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- **1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are no referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the b the bid that is declared, by the City as conditional.

- **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity requested in this ITB.
- **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to in participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasin If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or et disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar ca persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a pub business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority grou are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by fer the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and Ea HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contraprocurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable partice these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in the proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified by proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formatically included in the subsequent contract.

1.09(a) CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contract is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certi Broward County, Florida, <u>Division of Equal Employment and Small Business Opportunity</u>. Contractor/vendor shall provide documentation of a status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the Ci Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER - Person or firm submitting a Proposal.

RESPONSIVE BIDDER - A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and and reliability that will assure good faith performance.

FIRST RANKED PROPOSER - That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the applying the evaluation criteria contained in the RFP.

SELLER - Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or cons CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultan Award, Agreement or Purchase Order.

SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to k Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or packa sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated available for review by Bidder's and the public in accordance with applicable regulations.
- **3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated mod specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in cor amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freigl Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No atter made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption n Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- **3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No or quarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acc APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represe quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's resp provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitt bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, ma required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions o nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, t consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the conditions imposed in the conditions imposed in the conditions.
- **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. It demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide a demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. Ir Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, ene environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to substant alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide doctor adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is recycled.
- **3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize othe governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services speci. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action not determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indict to perform.
- **3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid b money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acc insurance coverage, if required; and full execution of contract documents, if required; or cc stated in Special Conditions.
- **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subjection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the plaw are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exem Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the leg for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliati to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to wirregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City register to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the followed be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or with specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial responsibility, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern de submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise betweer submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural cand lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Con Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, at do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, draw (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wish non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is n to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event o breach of this Agreement by the Contractor.

INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall a responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates b Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Ma certificates must list the City as an <u>ADDITIONAL INSURED</u> and shall have no less than thirty (30) days written notice of cancellation or materi Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change o protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Item which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination delivery of items not conforming to specifications, or late delivery may also result in:
 - Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the requinew, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard of packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder' Payment will be made only after City receipt and acceptance of materials or services.
- **5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- **5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of will supply only material or equipment that is 100% asbestos free.
- **5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB at contract. Prices shall be F.O.B. delivered to the requesting agency.
- **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any of with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Of communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Contractor expressions on behalf of Contractors.
- **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel presponsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar adriprocedures applicable to services rendered under this contract shall be those of the Contractor.
- INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderc officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contracto terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agree the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the C proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liz damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensa work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff unt as the amount of damages due to the City from the Contractor can be determined.

- **5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving writte the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds a in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise au law.
- **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Da Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum p (1) year beyond the last day of the contract term.
- **5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxe to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- **5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations apply to this contract.
- 5.15 NON-DESCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under the
- UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after exercise to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to the satisfaction of the City, to reserve the following options:
 - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 - 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of t term then in effect.
 - 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to ta all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for re business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signer authorized to bind the City in such matters.

- **5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Stat prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or commutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, materials in any way involved in the work.
- **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any aw pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City! selected designee.
- **5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 07/01

City of Fort Lauderdale Purchasing Division Invitation to Bid 622-8651 Anhydrous Ammonia

Part 1. General Information and Requirements

- **1.01 Intent:** The City of Fort Lauderdale is hereby requesting bids, from qualified vendors to supply **Anhydrous Ammonia** as per the specifications contained herein.
- **1.02 Contract Period:** The contract term shall be for a period of two (2) years, commencing approximately July 1, 2002, or when approved by the City. The contract will allow for up to two, one-year extensions, provided: both parties to the agreement approve, all terms conditions and specifications remain the same, and the extension is approved by the City.
- **1.03 Quantities Required:** Exact quantities can not be predetermined, but annual estimates are provided in **Part 3.** Estimated quantities listed may be adjusted to meet the requirements of the City. Proposed quantities will be projected for tabulation and information purposes only. No warranty is given or implied as to the specific item or minimum quantity that will be purchased during the contract period.
- **1.04 Delivery and Unloading:** Ammonia will be delivered to and discharged into above ground storage tanks at the facilities listed below:

Delivery Point 1.: Fiveash Water Treatment Plant

4321 NW 9 Avenue Fort Lauderdale, FL 2 Tanks – 6500 Gallons each

Delivery Point 2.: Peele-Dixie Water Treatment Plant

1500 S. State Road 7 Fort Lauderdale, FL 1 Tank – 6500 Gallons 1 Tank – 1000 Gallons

Tanks are equipped with 2" fill-hose connections and 1-1/4" vapor line connections for liquid fill and vapor recovery.

1.05 Tank Truck Delivery: Shipments will be made in increments of 30,000 to 44,000 lbs. (Minimum 6000 gallon loads), and will be made upon telephone order as requested.

Important: If the Peele-Dixie Plant storage tanks can not accommodate a full load, the balance of the order will be drop shipped to the Fiveash Water Plant AT NO ADDITIONAL COST to the City, with the exception of applicable demurrage charges.

The delivery containers shall have been cleaned immediately prior to filing and shall be protected against the introduction of impurities during the filling and delivery processes. Periodically, the City may run tests to ascertain compliance with set criterion for purity. Any delivery with contaminants will be rejected.

1.06 Delivery Schedule: Delivery will be made within 96 hours after notification. Normal delivery of ammonia by tank truck will be made between the hours of 7:30 AM and 3:00 PM, Monday through Friday. No driver is to begin unloading until he/she has contacted an operator on duty at the facility for which the delivery is being made. Emergency orders will be filled upon request.

If the supplier is unable to meet delivery requirements, the City reserves the right to buy anhydrous ammonia on the open market until such time the supplier can meet the requirements. Any additional costs incurred to the City will be assessed to the supplier unless failure to supply is cased by **Force Majeure.**

1.07 Force Majeure: Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due caused by **Force Majeure** as hereinafter defined, shall not constitute a default hereunder not subject the party so failing to any liability to the other; provided, however, that the party affected by such **Force Majeure** shall promptly notify the other of the existence hereof, and its expected duration, and the estimated effect, thereof, upon its ability to perform its obligations hereunder.

Such party shall promptly notify the other party when such **Force Majeure** circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity to be delivered hereunder remains unchanged. As used herein, the term **Force Majeure** shall mean and include any Act of God or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant), federal, state or municipal law, regulation, order, license, priority, seizure, requisition or allocation, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor, or any circumstance of a similar or different nature beyond the reasonable control of the party so failing.

- **1.08 Testing:** The City of Fort Lauderdale reserves the right during the contract period to determine if the product supplied meets applicable specifications. Additionally, the facilities of the Florida State Department of Agriculture Testing Laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate costs to be borne by the supplier.
- **1.09 Acceptance Upon Delivery:** By terms of any subsequent agreement, any delivery of anhydrous ammonia delivered at less than minimum concentrations as agreed upon herein, where elected by the city, can be retained by the City with the price adjusted accordingly to compensate for concentration differential. No compensation will be made to the supplier for shipments above concentration level specified. The City further reserves the right to return any shipment where the strength of the product and its application is questionable to our feed system. Any rejected material will be returned at full expense to the supplier.
- **1.10 Pricing:** Prices quoted shall be firm for the contract period, except rail freight rates, which will be adjusted to rate in effect at time of shipment.

During the period of this contract, if the City is able to purchase anhydrous ammonia per these specifications on the open market at a price less than contract price, the seller shall meet these prices, or the City may negotiate for a new contract on the open market.

1.11 Shipping Rates: Prices quoted shall be on a delivered basis, consistent with shipping rates in effect on the date set forth in our proposal form, and shall include all fuel surcharges. Whenever freight rates are advanced during the contract period, the City will pay the increased cost. If rates are reduced, the City is to receive the benefit of the reduction. The supplier will be required to submit proof of freight rate changes. Material will be shipped the cheapest way with the final delivery via tank truck.

The City will permit the supplier to adjust the shipping rates from the manufacturer's works to our storage tanks where shipped directly to the City, or where shipped from a manufacturer's works to a distributor's repackaging facility. Increase in transportation costs beyond a distributor's repackaging site cannot be assessed to the City. All transportation costs factors for hauling from distributor's repackaging site to City destination points should be calculated in the delivered bid price including all unloading charges.

The supplier is obligated to notify the City in writing when a change in freight rate occurs, indicating the date change is effective. Such notification is to be directed to the Office of the Purchasing Manager. Freight paid will be the rate in effect at the time of shipment; however, no increase will be paid without advance notification of increase.

1.12 Weight Certificate: Upon delivery, the quantity of material delivered is to be verified with City's tank rota gauge. Reading shall have automatic shut off when fill and is further verifiable with a volume level gauge reading. Weight certificates may or may not be required. If there is any discrepancy in weight certificates and gauge readings, the rota gauge reading will govern.

- **1.13 Invoicing:** Upon each shipment on a delivered basis, freight prepaid. Each invoice is to reflect the purchase order number, ordering department, quantity delivered per verified gauge readings, unit price, extensions, total sum billed, and any allowable cash discounts. Where freight rate is subject to the adjustment, invoice is to indicate freight rate at the time of shipment.
- **1.14 Payment:** Full payment will be made within thirty (30) days after receipt and acceptance of order. City is exempt from both Federal and State taxes other than Super Fund Tax, if this is imposed on the City. Payment for Super Fund Tax will be made only where included in the proposed delivered price. Failure to include this tax in the proposal will not allow the supplier to add the tax to the invoice.

The unit prices bid shall be used for the payment of all material and these unit prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all material to the destination.

- **1.15** Cancellation of Order: If delivery requirements can not be fulfilled by the contract supplier, the City retains the right to cancel the order and make such purchase on the open market, and contractor will be liable for all price differences if the delivery failure is not a cause of **Force Majeure.**
- **1.16** Cancellation of Contract: It is the intent of the City to purchase material from a source of supply that will give prompt and convenient shipment and service in compliance with the safety measures specified. Any failure to comply with the terms and/or conditions of the contract shall be reason for termination of the contract. The City retains the right to cancel any resulting contract upon thirty (30) days written notice.
- **1.17 Award of Bid:** Award will be made to the low responsive and responsible bidder meeting specifications.
- **1.18 Attachments:** All terms and conditions herein, along with the referenced specifications and proposal forms shall take precedence over any conflicting terms and conditions of the attached Invitation to Bid Form (B-107).
- **1.19 Safety Seminars:** If so required by the City, the awardee will be required to give a minimum of two on-site training presentations per year. The presentation is to cover all material safety data information, safe-handling procedures, and proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for your industry.
- 1.20 Insurance Requirements: The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Business Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required, with the City added as an "Additional Insured" with relation to Comprehensive General Liability Insurance. Cost for adding the City of Fort Lauderdale as "Additional Insured" will be the responsibility of the Contractor.

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation: Statutory Employer's Liability: \$100,000.00

Comprehensive General Liability Insurance

Limits: Combined Single Limit Bodily Injury/Property Damage: \$500,000.00

Business Automobile Liability Insurance

Combined Limits:

Bodily Injury: \$250,000.00 each person/\$500,000.00 each occurrence

Property Damage: \$100,000.00 each occurrence

Contractor shall report to the City staff person on duty, any damage done to City property by Contractor's personnel on the same day as such damage may occur. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced to the complete satisfaction of the City at no additional cost to the City.

Original Certificates of Insurance must be furnished to the City's Purchasing Division prior to the commencement of any work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

- **1.21 Signature Requirement:** Bidder please insure that you have signed Page 1 of this Invitation to Bid. Omission of a signature on that page may result in the rejection of your bid.
- **Minority Participation:** The City of Fort Lauderdale wants to increase the participation of minority business enterprise (MBE) and women business enterprise (WBE) in its purchasing activities. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. If your firm qualifies, please indicate in Section 1j. of the first page of the Invitation to Bid.

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida <u>Division of Equal Employment and Small Business Opportunity</u>. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

- **Lobbying Activities:** All Bidders/Proposers Please Note: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. G-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://ci.ftlaud.fl.us/documents/index.htm.
- 1.24 Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 187.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Part 2. Specifications

2.01 Commodity: Liquefied Anhydrous Ammonia, NH₃, Refrigerant Grade or better, minimum 99.99 pure by volume, Water-150 ppm maximum and shall meet AWWA specifications where established.

The anhydrous ammonia under these specifications shall contain no impurity or substance that would be injurious or deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry. The ammonia shall contain no impurities which would produce an unpleasant taste or odor in the purchaser's treatment plants or distribution system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of a potable water supply.

The anhydrous ammonia shall contain no heavy or trace metals that exceed Federal, State, or County drinking water standards. Further, it shall contain no natural or synthetic organic impurities that will cause an increase in levels exceeding the Safe Drinking Water Act M.C.L.'s (Maximum Contamination Levels) or any future or amended M.C.L. organic levels.

2.02 Containers: Liquid Ammonia shall be shipped in tank trucks as specified by the using agency. Shipping containers shall conform to applicable regulations of the Interstate Commerce Commission.

Bidder shall be responsible for unloading anhydrous ammonia into City's storage vessels. All equipment required for such transfer shall be furnished by the bidder and shall be free of contaminants.

2.03 Delivery and Safety Measures: Bidder shall assure purchaser that each delivery truck is in excellent condition. Each truck shall have a capable driver, trained in the proper handling of ammonia, related unloading equipment, and the use and operation of equipment as indicated. Each delivery truck shall be equipped with self-contained breathing apparatus.

Each shipment shall carry with it, clear identification of the material and a warning of potential danger in handling. For the tank truck shipments, information accompanying the bill of lading shall include the name of the product, net weight or volume of the contents, the percentage strength of the product, the name and address of the manufacturer, the lot number, brand name, if any, and shall bear such other markings as are required by applicable laws.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a **Material Safety Data Sheet (MSDS).** The **MSDS** must be maintained by the using agency and must include the following information:

- 1. The chemical name and the common name of the toxic substance.
- 2. The hazards or other risks in the use of the toxic substance, including:
 - A. The potential for fire, corrosivity, and reactivity.
 - B. The known acute and chronic health effects of risks from exposure, including medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
 - C. The primary routes of entry and symptoms of overexposure.
- 3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 4. The emergency procedure for spills, fire, disposal, and first aid.
- 5. A description, in lay terms, of the known specific health risks posed by the toxic substance intended to alert any person reading this information.
- 6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health, Toxic Waste Information Center
2551 Executive Center West
Tallahassee, FL 32301-5014
Telephone: 1-800-367-4378

2.04 Certified Analyses: A copy of any assay test performed on ammonia, which is normally supplied by a bidder, shall be furnished with the bid.

Part 3. Bid Format

Pricing bid is to be based on shipments of 30,000 lbs. to 44,000 lbs. delivered and unloaded in City's storage tanks via tank truck delivery. The price of anhydrous ammonia is to remain firm for the contract period for all charges to City except freight from manufacturer's works. This freight rate adjustment will be to the account of the City and is only allowable for shipments from a manufacturer's works where shipment is made directly to City's storage tanks or where shipment is made to a supplier's distribution center for repackaging.

Firm pricing is to apply to all charges including any applicable fuel surcharges, Super Fund Tax, and transportation costs incurred from a supplier's distribution center (terminal point) for delivery and unloading to City's storage tanks. No drop off charges to be added.

NOTE: If a bidder elects to offer firm freight rates from a manufacturer's works, the City is guaranteed that any decrease in freight rates is to the benefit of the City.

Estimated Annual Usage: 220,000 lbs. - Fiveash Water Plant

80,000 lbs. - Peele-Dixie Water Plant 300,000 lbs. TOTAL (Estimated)

SHOULD A CHANGE IN COMMODITY BE REQUIRED, THE CITY OF FORT LAUDERDALE RESERVES THE RIGHT TO CANCEL THE CONTRACT FOR CONVENIENCE AS OUTLINED IN SECITON 5.10 OF THE PREPRINTED GENERAL CONDITIONS.

Price for Delivered and Unloaded: \$lb Include all transportation, fuel surcharges, and Super Fund		
Freight rate in effect as of February 1, 2002: \$		
NOTE: Super Fund Tax included above as enacted unde Compensation and Liability Act of 1980 is \$ton a		
Failure to include tax, if imposed, will not permit assessing	the tax to the City.	
Manufacturer of Anhydrous Ammonia: Grade:		
Anhydrous Ammonia at production% Residue% Oil Water	ppm ppm	
Shipment will be made from manufacturer's works (state or	igin point):	
and will be made (check where applicable):		
	Freight Rate/Ton	Freight Surcharge/Ton
via tank truck shipped directly from manufacturer's works to City's tanks	\$	\$
To site of distribution center and re-trucked to City's storage	\$	\$
Distribution Center Location:		
Firm freight rates (check if applicable):		
Freight rates above are not applicable as vendor o shipment from the manufacturer's works with ben		
Check where applicable:		
Deliveries will be made in minimum loads of 30,000 lbs. to drop shipment of any excess load at Peele-Dixie Plant truck .		

The City's unloading time is estimated at 4 hours with 10 deliveries per contract period. (Projected demurrage beyond free time will be included in the tabulation.) Free unloading time ishours.
Demurrage rates after the expiration of free time \$/hour.
Will weight certificate be provided?YESNO
Will bill of lading contain all requirements of specifications, Paragraph 2.03?YESNO
Will all safety mesures contained in specifications, Paragraph 2.03 be complied with?YESNO
List the address and emergency telephone number for response to hazardous material emergency:
Telephone:
Is a certified copy of the assay test of typical Anhydrous Ammonia attached?YESNO
Name of Company:

Demurrage: